

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

UHS-CORONA, INC. dba CORONA REGIONAL MEDICAL CENTER, UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC. dba INLAND VALLEY MEDICAL CENTER, UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC. dba RANCHO SPRINGS MEDICAL CENTER, LANCASTER HOSPITAL CORPORATION dba PALMDALE REGIONAL MEDICAL CENTER, and TEMECULA VALLEY HOSPITAL, INC., dba TEMECULA VALLEY HOSPITAL.

Case No. 5:15-cv-01379-JGB(SPx)
Hon. Jesus G. Bernal

Plaintiffs,

V.

AETNA HEALTH OF CALIFORNIA, INC., a California Corporation; AETNA HEALTH MANAGEMENT LLC, a Delaware LLC; AETNA HEALTH AND LIFE INSURANCE COMPANY, a Connecticut Corporation; and DOES 1 through 100.

Defendants.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, Plaintiffs UHS-Corona Inc. d/b/a Corona Regional Medical Center; Universal Health Services of Rancho Springs, Inc., d/b/a Inland Valley Medical Center; Universal Health Services of Rancho Springs, Inc., d/b/a Rancho Springs Medical Center; Lancaster Hospital Corporation, d/b/a Palmdale Regional Medical Center; and Temecula Valley Hospital, Inc., d/b/a Temecula Valley Hospital; and Defendants Aetna Health of California Inc.; Aetna Health Management LLC; and

1 Aetna Health and Life Insurance Company stipulated to and petitioned the Court to
 2 enter the following Stipulated Protective Order. This Order does not confer blanket
 3 protections on all disclosures or responses to discovery and the protection it affords
 4 from public disclosure and use extends only to the limited information or items that
 5 are entitled to confidential treatment under the applicable legal principles. As set forth
 6 in Section 13.3, below, this Stipulated Protective Order does not entitle the parties to
 7 file confidential information under seal; Civil Local Rule 79-5 sets forth the
 8 procedures that must be followed and the standards that will be applied when a party
 9 seeks permission from the court to file material under seal.

10 **2. GOOD CAUSE STATEMENT**

11 Certain documents and electronically stored information related to this Action
 12 may contain confidential information including trade secrets, customer and pricing
 13 lists and other valuable research, development, commercial, financial, technical
 14 and/or proprietary information for which special protection from public disclosure
 15 and from use for any purpose other than prosecution of this action is warranted. Such
 16 confidential and proprietary materials and information consist of, among other things,
 17 confidential business or financial information, information regarding confidential
 18 business practices, or other confidential research, development, or commercial
 19 information (including information implicating privacy rights of third parties),
 20 medical information, physician-patient privileged information, non-party individuals'
 21 medical information deemed private under state and/or federal law, and information
 22 otherwise generally unavailable to the public, or which may be privileged or otherwise
 23 protected from disclosure under state or federal statutes, court rules, case decisions,
 24 or common law. Accordingly, to expedite the flow of information, to facilitate the
 25 prompt resolution of disputes over confidentiality of discovery materials, to ensure
 26 adequately protect information the parties are entitled to keep confidential, to ensure
 27 that the parties are permitted reasonable necessary uses of such material in preparation

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1 for and in the conduct of trial, to address their handling at the end of the litigation,
 2 and to serve the ends of justice, a protective order for such information is justified in
 3 this matter. Information will not be designated as confidential for tactical reasons and
 4 nothing will be so designated without a good faith belief that it has been maintained
 5 in a confidential, non-public manner, and there is good cause why it should not be
 6 part of the public record of this case.

7 **3. DEFINITIONS**

8 3.1 Action: This pending federal lawsuit.

9 3.2 Challenging Party: a Party or Non-Party that challenges the designation
 10 or lack of designation of information or items under this Order.

11 3.3 “CONFIDENTIAL” Information or Items: information (regardless of
 12 how it is generated, stored or maintained) or tangible things that qualify for
 13 protection under Federal Rule of Civil Procedure 26(c), and as specified above
 14 in the Good Cause Statement.

15 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
 16 support staff).

17 3.5 Designating Party: a Party or Non-Party that designates information or
 18 items that it produces in disclosures or in responses to discovery as
 19 “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT TO PROTECTIVE
 20 ORDER.”

21 3.6 Disclosure or Discovery Material: all items or information, regardless of
 22 the medium or manner in which it is generated, stored, or maintained
 23 (including, among other things, testimony, transcripts, and tangible things), that
 24 are produced or generated in disclosures or responses to discovery in this
 25 matter.

26 3.7 Expert: a person with specialized knowledge or experience in a matter
 27 pertinent to the litigation who has been retained by a Party or its counsel to

1 serve as an expert witness or as a consultant in this Action.

2 3.8 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other
4 outside counsel.

5 3.9 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 3.10 Outside Counsel of Record: attorneys who are not employees of a party
8 to this Action but are retained to represent or advise a party to this Action and
9 have appeared in this Action on behalf of that party or are affiliated with a law
10 firm which has appeared on behalf of that party, and includes support staff.

11 3.11 Party: any party to this Action, including all of its present officers,
12 directors, employees, consultants, retained experts, and Outside Counsel of
13 Record (and their support staffs).

14 3.12 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 3.13 Professional Vendors: persons or entities that provide litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or
19 medium) and their employees and subcontractors.

20 3.14 Protected Health Information (“PHI”): information defined by the Health
21 Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the
22 regulations promulgated thereunder.

23 3.15 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT TO
25 PROTECTIVE ORDER.”

26 3.16 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

1 **4. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or extracted
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties
6 or their Counsel that might reveal Protected Material.

7 **5. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees
10 otherwise in writing or a court order otherwise directs. Final disposition shall be
11 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
12 or without prejudice; and (2) final judgment herein after the completion and
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
14 including the time limits for filing any motions or applications for extension of time
15 pursuant to applicable law.

16 **6. DESIGNATING PROTECTED MATERIAL**

17 6.1 Exercise of Restraint and Care in Designating Material for Protection.
18 Each Party or Non-Party that designates information or items for protection
19 under this Order must take care to limit any such designation to specific
20 material that qualifies under the appropriate standards. The Designating Party
21 must designate for protection only those parts of material, documents, items, or
22 oral or written communications that qualify so that other portions of the
23 material, documents, items, or communications for which protection is not
24 warranted are not swept unjustifiably within the ambit of this Order. Mass,
25 indiscriminate, or routinized designations are prohibited. Designations that are
26 shown to be clearly unjustified or that have been made for an improper purpose
27 (e.g., to unnecessarily encumber the case development process or to impose
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unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

6.2 Manner and Timing of Designations. Any document or electronically stored information produced in discovery may be designated as Protected Material by marking it as "CONFIDENTIAL" or by otherwise identifying the information as Confidential at the time of production. Such designation shall be made at the time that copies are furnished to a party conducting discovery, or when such documents are otherwise disclosed. For depositions:

a. Information disclosed at a deposition may be designated by the Parties as Protected Material by indicating on the record at the deposition that a specific portion of testimony is so designated and subject to the terms of this Order. The portions of deposition testimony designated as containing Protected Material shall be stamped by the court reporter "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" and access thereto shall be limited as provided herein.

b. Any party may designate information disclosed at a deposition as Protected Material by notifying all parties, either on the record at the deposition or in writing within 30 days of receipt of the transcript, of the specific pages and lines of the transcript that should be treated as Protected Material thereafter.

c. Protected Material shall not lose its character because it is designated as an exhibit to a deposition, regardless of whether the deposition or deposition transcript itself is later designated, in whole or part, as Protected Material.

d. The party disclosing Protected Material will have the right to exclude from attendance at the deposition, during such time as the Protected Material is to be disclosed, any person other than the deponent, Counsel, Experts, and the individuals listed in Section 8.2(a)-(e), present at the deposition and person(s) agreed upon by the Parties.

e. The originals of the portions of any deposition transcripts designated as Protected Material and all copies of such deposition portions must be marked "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER," as appropriate.

f. Any party submitting the original or any copy of Protected Material, identified as being subject to this Order, to the Court must comply with Civil Local Rule 79-5.

6.3 Protected Health Information. Additionally, certain Protected Material may be PHI. Subject to the rules of procedure governing this action and without prejudice to any objection made by any party except as otherwise provided herein, the Parties are authorized to disclose to each other PHI related to the submission, processing, or payment of the medical claims at issue in this Action, subject to all terms of this Order. PHI produced by the Parties will be identified and designated as Protected Material. Upon receipt of any PHI disclosed between the Parties during the course of this lawsuit, the receiving party shall take all reasonable measures necessary for protecting the PHI from unauthorized disclosure as required under both state and/or federal law.

6.4 Inadvertent Failures to Designate. In the event that a party inadvertently produces “CONFIDENTIAL” Information or Items, without the required “Confidential” legend, the Producing Party shall contact the Receiving Party as promptly as reasonably possible after the discovery of the inadvertent production, and inform the Receiving Party in writing of the inadvertent

1 production and the specific material at issue. Such inadvertent or unintentional
2 disclosure shall not be deemed a waiver in whole or in part of the Producing
3 Party's claim of confidentiality, either as to specific documents and information
4 disclosed or on the same or related subject matter. Upon receipt of such notice,
5 the Receiving Party shall treat the material identified in the notice as Protected
6 Material under this Order, subject to the provisions regarding challenges, if any,
7 to its confidential nature, as provided in this Order. If the Receiving Party has
8 disclosed the materials before receiving the designation, the Receiving Party
9 must notify the Producing Party in writing of each such disclosure. Following
10 such notice of an inadvertent production, the Producing Party may also
11 substitute any documents that were inadvertently or unintentionally produced
12 without the "Confidential" designation for documents containing such
13 designation but otherwise unmodified. Upon such a request for substitution, the
14 Receiving Party must return the unmarked documents to the Producing Party
15 within 14 days of the request. No Party will be responsible to another Party for
16 disclosure of Protected Material under this Order if the information in question
17 is not labeled or otherwise identified as such in accordance with this Order.

18 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality or lack of such designation at any time that is
21 consistent with the Court's Scheduling Order.

22 7.2 Notification of Objection. In the event that a Challenging Party disagrees
23 with a designation of any document or information as Confidential or disagrees
24 with failure to designate a document or information as Confidential, the
25 Challenging Party shall advise counsel for the Producing Party, in writing, of
26 the objection and identify the document or item with sufficient specificity to
27 permit identification. Within fifteen (15) days of receiving the objection, the
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1 Producing Party shall notify the Challenging Party's counsel whether the
2 Producing Party will change the designation of the document or item.

3 7.3 Meet and Confer. If the Producing Party fails to timely respond or change
4 the designation after receiving notification from the Challenging Party as set
5 forth in Section 7.2, the Challenging Party may initiate the dispute resolution
6 process under Local Rule 37.1 et seq.

7 7.4 The burden of persuasion in any such challenge proceeding shall be on
8 the party seeking the designation of confidentiality. Frivolous challenges, and
9 those made for an improper purpose (e.g., to harass or impose unnecessary
10 expenses and burdens on other parties) may expose the Challenging Party to
11 sanctions. Unless the Party or Non-Party seeking a designation of
12 confidentiality has waived or withdrawn the confidentiality designation, all
13 parties shall continue to treat the material in question as Protected Material until
14 the Court rules on the challenge.

15 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 8.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with
18 this Action only for prosecuting, defending, or attempting to settle this Action.
19 Such Protected Material may be disclosed only to the categories of persons and
20 under the conditions described in this Order, which persons receiving Protected
21 Material shall not make further disclosure to anyone except as allowed by this
22 Order. When the Action has been terminated, a Receiving Party must comply
23 with the provisions of section 14 below (FINAL DISPOSITION). Protected
24 Material must be stored and maintained by a Receiving Party at a location and
25 in a secure manner that ensures that access is limited to the persons authorized
26 under this Order.

27 8.2 Disclosure of Protected Material. Unless otherwise ordered by the court
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1 or permitted in writing by the Designating Party, a Receiving Party may
2 disclose any information or item designated “CONFIDENTIAL” only to:

- 3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
4 well as employees of said Outside Counsel of Record to whom it is
5 reasonably necessary to disclose the information for this Action;
- 6 (b) the officers, directors, and employees (including House Counsel) of
7 the Receiving Party to whom disclosure is reasonably necessary for this
8 Action;
- 9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 12 (d) the court and its personnel;
- 13 (e) court reporters and their staff;
- 14 (f) professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and
16 who have signed the “Acknowledgment and Agreement to Be Bound”
17 (Exhibit A);
- 18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the
20 information;
- 21 (h) in preparation for and during their depositions, witnesses, and
22 attorneys for witnesses, in the Action to whom disclosure is reasonably
23 necessary provided: (1) the deposing party or preparing party requests
24 that the witness sign the form attached as Exhibit A hereto; and (2) they
25 will not be permitted to keep any confidential information unless they
26 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
27 unless otherwise agreed by the Designating Party or ordered by the court.

1 Pages of transcribed deposition testimony or exhibits to depositions that
2 reveal Protected Material may be separately bound by the court reporter
3 and may not be disclosed to anyone except as permitted under this Order;
4 and

5 (i) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the parties engaged in settlement
7 discussions.

8 8.3 The Parties' Right to Use "Protected Material." Nothing in this Order shall
9 be construed to limit in any way the right of the Parties, or any of their affiliates,
10 to use any Protected Material that they produced (to the other side) for any
11 purpose that state and federal law would otherwise permit. Nor does this Order
12 prohibit the filing of documents on the ECF filing system that would otherwise
13 be permitted, provided that all Protected Material is properly redacted or
14 otherwise sufficiently protected from disclosure, including compliance with
15 Federal Rule of Civil Procedure 5.2 and any other applicable court rules or
16 orders.

17 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
18 **PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 "CONFIDENTIAL," that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the
26 subpoena or order is subject to this Order. Such notification shall include a copy
27 of this Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 2 the Designating Party whose Protected Material may be affected. If the
 3 Designating Party timely seeks a protective order, the Party served with the
 4 subpoena or court order shall not produce any information designated in this
 5 action as “CONFIDENTIAL” before a determination by the court from which
 6 the subpoena or order issued, unless the Party has obtained the Designating
 7 Party’s permission. The Designating Party shall bear the burden and expense
 8 of seeking protection in that court of its confidential material and nothing in
 9 these provisions should be construed as authorizing or encouraging a Receiving
 10 Party in this Action to disobey a lawful directive from another court.

11 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a Non-
 14 Party in this Action and designated as “CONFIDENTIAL.” Such information
 15 produced by Non-Parties in connection with this litigation is protected by the
 16 remedies and relief provided by this Order. Nothing in these provisions should
 17 be construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to produce
 19 a Non-Party’s confidential information in its possession, and the Party is
 20 subject to an agreement with the Non-Party not to produce the Non-Party’s
 21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party
 23 that some or all of the information requested is subject to a
 24 confidentiality agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of this Order, the
 26 relevant discovery request(s), and a reasonably specific description of
 27 the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted
5 to the court.

6 **13. MISCELLANEOUS**

7 13.1 Right to Further Relief. Nothing in this Order shall prohibit the Parties
8 from seeking an order of the Court regarding the production or protection of
9 materials in the future. This Order may be modified by agreement of the Parties,
10 subject to approval by the Court. The Court may modify the terms and
11 conditions of this Order for good cause, or in the interest of justice, or on its
12 own order at any time in these proceedings.

13 13.2 Right to Assert Other Objections. By stipulating to the entry of this Order
14 no Party waives any right it otherwise would have to object to disclosing or
15 producing any information or item on any ground not addressed in this Order
16 including on the grounds that the information or item is protected as privileged
17 or as attorney work product or that the information or item lacks relevance or
18 any other ground other than the mere presence of Protected Material. Similarly,
19 no Party waives any right to object on any ground to use in evidence of any of
20 the material covered by this Order. The existence of this Order may not be
21 used by a Party as a basis for discovery that is otherwise improper under the
22 Federal Rules of Civil Procedure.

23 13.3 Filing Protected Material. A Party that seeks to file under seal any
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material
25 may only be filed under seal pursuant to a court order authorizing the sealing
26 of the specific Protected Material at issue. If a Party's request to file Protected
27 Material under seal is denied by the court, then the Receiving Party may file
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1 the information in the public record consistent with § 8.3 above unless
2 otherwise instructed by the court.

3 13.4 Retroactive Designation. Documents previously produced before the
4 entry of this Order, if any, shall be retroactively designated as “Confidential”
5 and subject to this Order if previously marked as “Confidential” as produced in
6 this matter or by notice in writing of the designated class of each document by
7 Bates number within thirty (30) days of the entry of this Order.

8 13.5 Rendering Advice. Nothing in this Order will bar Counsel from
9 rendering advice to their clients with respect to this litigation and, in the course
10 thereof, relying upon any information designated as Protected Material.

11 13.6 Use of Protected Material at Trial. Nothing in this Order shall preclude
12 a Party from offering into evidence at the time of trial any document or
13 information designated as Protected Material, subject to the rules of evidence
14 and any other party’s objections as to the admissibility or claims of
15 confidentiality of the document or information. Any use of Protected Material
16 at trial shall be governed by the orders of the trial judge. This Order does not
17 govern the use of Protected Material at trial.

18 13.7 Nothing in this Order shall waive or modify any past, present or future
19 duty as to confidentiality, if any, which may arise independently whether by
20 contract or otherwise.

21 13.8 Transmission by e-mail is acceptable for all notification purposes within
22 this Order only if receipt is acknowledged.

23 **14. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 5, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in this
27 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
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1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
3 must submit a written certification to the Producing Party (and, if not the same person
4 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was returned or destroyed
6 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
7 compilations, summaries or any other format reproducing or capturing any of the
8 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
9 archival copy of all pleadings, motion papers, trial, deposition, and hearing
10 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
11 reports, attorney work product, and consultant and expert work product, even if such
12 materials contain Protected Material. Any such archival copies that contain or
13 constitute Protected Material remain subject to this Order as set forth in Section 5
14 (DURATION).

15 **15. PENALTIES**

16 Any violation of this Order may be punished by any and all appropriate
17 measures including, without limitation, contempt proceedings and/or monetary
18 sanctions.

19
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21 

22 April 20, 2016

23 HON. SHERI PYM
24 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *UHS-Corona, Inc., et al. v. Aetna Health of California, Inc., et al.*, Case No. 5:15-cv-01379-JGB(SPx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

16 | Date: _____

17 | City and State where sworn and signed: _____

18

19 Printed name: _____

20